

**ATTACHMENT E**  
**OPERATIONAL PERFORMANCE STANDARDS**

I. NETWORK INTERCONNECTION ("NET-I") TRUNKS:	Standard Interval
A. Provisioning Intervals:	(Business Days/BDAs)
1. Access Service Request ("ASR") - Positive acknowledge of receipt of a valid ASR	
(a) ASRs Electronically Transmitted:	
(1) ASR received before 3:00pm (Eastern Time)	24 Hours
(2) ASR received after 3:00pm (Eastern Time)	Next BDA plus 24 hours
(b) ASRs Non-Electronically Transmitted:	
(1) ASR received before 3:00pm (Eastern Time)	48 Hours
(2) ASR received after 3:00pm (Eastern Time)	Next BDA plus 48 hours
2. Firm Order Confirmation ("FOC") with a committed Due Date included for 1-9 Trunks	Within five (5) BDAs of Receipt of a Valid ASR
3. Interconnection Trunks (DS1 Systems):	
(a) Establishment of New Trunk Groups:	
(1) If Facilities are available:	60 BDAs
(2) If Facilities are Not available	Negotiated
(b) Additions to Existing Trunk Groups:	
(1) If Facilities are available:	30 BDAs

(2) If Facilities are Not available

Negotiated

Note: "Facilities Available/Availability" means infrastructure was built based on a forecast received from the CLEC within a reasonable time period.

## II. INTERIM NUMBER PORTABILITY ("INP"):

Standard Interval

### A. Provisioning Intervals:

(Business Days/BDAs)

1. Remote Call Forwarding ("RCFs") or INP-T if  
Facilities (trunking) are already in place and  
Facilities and/or Ports on NYNEX and CLEC  
switches are available: \*

Prior to 1/1/98:

- |  |            |
|--|------------|
| (a) 1-9 Lines  | 2BDAs      |
| (b) 10-19 Lines  | 5BDAs      |
| (c) Over 19 Lines  | Negotiated |
| (d) Over 19 Lines, and if facilities are available,<br>contiguous numbers    | 10BDAs     |
| (e) 20-100 Lines, and if facilities are available,<br>non-contiguous numbers | 10BDAs     |
| (f) All other  | Negotiated |

Effective 1/1/1998:

(a) 1-9 Lines	2BDAs
(b) 10-19 Lines	3BDAs
(c) Over 19 Lines	Negotiated
(d) Over 19 Lines, and if facilities are available, contiguous numbers	10BDAs
(e) 20-100 Lines, and if facilities are available, non-contiguous numbers	10BDAs
(f) All other	Negotiated

(\* Stand alone RCF orders only, without unbundled links)

## 2. Route Index ("INP-T") Trunks (DS1 Systems):

### (a) Establishment of Initial INP-T Arrangement:

(i) If Facilities &/or Ports on NYNEX AND CLEC Switches are available (*lead time for Trunk Installation with RCF Intervals subsequent to completion)	21 BDAs to be ready for passing test calls
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(ii) If Facilities &/or Ports on NYNEX AND CLEC Switches are Not available	Negotiated
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### (b) Augments to Existing INP-T Arrangements:

(i) If Facilities &/or Ports on NYNEX AND CLEC Switches are available (*lead time for Trunk Installation with RCF Intervals subsequent to completion)	16 BDAs to be ready for passing test calls
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(ii) If Facilities &/or Ports on NYNEX AND CLEC	Negotiated
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Switches are Not available

Note: "Facilities Available/Availability" means infrastructure was built based on a forecast received from the CLEC within a reasonable time period.

### III. EXPANDED INTERCONNECTION/COLLOCATION:

	Standard Interval
A. Provisioning Intervals:	(Business Days/BDAs)
1. Physical Collocation Space	
(a) Where space is available	76 BDAs *
(b) Where space is Not available	
(i) Confirmation of space unavailability	10 BDAs *
(ii) From Confirmation	Negotiated
2. Virtual Collocation Space	
(a) Where space is available	Negotiated
(b) Where space is Not available	
(i) Confirmation of space unavailability	10 BDAs *
(ii) From Confirmation	Negotiated

(\*From receipt of a complete and accurate order/application, required deposits (per applicable tariffs) and required insurance certification)

#### IV. UNBUNDLED LINKS:

##### A. Provisioning Intervals:

1. Service Request ("SR") - Positive acknowledge of receipt of a valid SR and Firm Order Confirmation ("FOC")

(a) SRs Electronically Transmitted:

- |  |                        |
|--|------------------------|
| (1) SR received before 3:00pm (Eastern Time) | 24 Hours               |
| (2) SR received after 3:00pm (Eastern Time)  | Next BDA plus 24 hours |

(b) SRs Non-Electronically Transmitted:

- |  |                        |
|--|------------------------|
| (1) SR received before 3:00pm (Eastern Time) | 48 Hours               |
| (2) SR received after 3:00pm (Eastern Time)  | Next BDA plus 48 hours |

##### 2. Basic Unbundled Links ("SVGALs") - Two-Wire Analog:

(a) New Link Installation

- |                 |                          |
|-----------------|--------------------------|
| (i) 1 - 9 Links | 5 BDAs or SMARTS Clock * |
|-----------------|--------------------------|

(ii) 10 or more Links

- |                             |        |
|-----------------------------|--------|
| (a) Facilities Confirmation | 5 BDAs |
|-----------------------------|--------|

(b) If Facilities are available

- |                   |                  |
|-------------------|------------------|
| (1) 10 - 19 Links | 10 BDAs from FOC |
|-------------------|------------------|

- |                      |            |
|----------------------|------------|
| (2) 20 or more Links | Negotiated |
|----------------------|------------|

- |                                     |            |
|-------------------------------------|------------|
| (c) If Facilities are Not available | Negotiated |
|-------------------------------------|------------|

(b) Two-Wire Analog Link Associated with INP ("Hot Cut"):

- |                 |        |
|-----------------|--------|
| (i) 1 - 9 Links | 5 BDAs |
|-----------------|--------|

- |                       |            |
|-----------------------|------------|
| (ii) 10 or more Links | Negotiated |
|-----------------------|------------|

Note: "Facilities Available/Availability" means infrastructure was built based on a forecast received from the CLEC within a reasonable time period.

4. Premium Links - Two-Wire Digital:

- |                      |                          |
|----------------------|--------------------------|
| (a) 1 - 9 Links      | 5 BDAs or SMARTS Clock * |
| (b) 10 or more Links | Negotiated               |

5. Digital High Capacity Links:

- |                            |            |
|----------------------------|------------|
| (a) 1.544 Mbps (DS1) Links | 7 BDAs     |
| (b) 45 Mbps (DS3) Links    | Negotiated |

6. Extended Links:

- |                      |            |
|----------------------|------------|
| (a) 1 - 9 Links      | 16 BDAs    |
| (b) 10 or more Links | Negotiated |

7. SS7 A or B/D Links:

- |                      |            |
|----------------------|------------|
| (a) 1 - 9 Links      | Negotiated |
| (b) 10 or more Links | Negotiated |

(\* SMARTS Clock is a system that analyzes work required on an order and compares it to available work forces. Local supervisors input the work force availability on a daily basis in advance. The SMARTS Clock fills up a day's schedule on a first in first out basis until 90% of available force is scheduled. The available

work force covers both maintenance and installation. Reseller and Network Element orders are in the same queue as the Telephone Company's end users. Intervals can be as short as one day and in most cases, less than five days.)

#### V. DIRECTORY ASSISTANCE ("DA"):

A. Based on receipt of a valid electronic order from CLI, Within 2 BDAs of service  
CLI's customer's information incorporated into  
database order confirmation \*

B. Based on receipt of a valid manual order from CLI, Within 3 BDAs of service  
CLI's customer's information incorporated into database  
database order confirmation \*

#### C. Provisioning Intervals;

DA Trunks to TOPS Tandem:

(a) If Facilities are available 60BDAs  
(b) If Facilities are not available Negotiated

#### VI. LINE IDENTIFICATION DATABASE ("LIDB"):

A. Based on receipt of a valid electronic order from CLI, Within 2 BDAs of service  
CLI's customer's information incorporated into  
database order confirmation \*

B. Based on receipt of a valid manual order from CLI, Within 3 BDAs of service  
CLI's customer's information incorporated into

database order confirmation \*

Note: "Facilities Available/Availability" means infrastructure was built based on a forecast received from the CLEC within a reasonable time period

## VII. OPERATOR SERVICES:

### A. Provisioning of FG C-type Modified Operator Services Signaling Trunks:

- |                                     |            |
|-------------------------------------|------------|
| 1. If Facilities are available:     | 60 BDAs    |
| 2. If Facilities are not available: | Negotiated |

## VIII. 911/E911 SERVICE:

- |   |  |
|---|--|
| A. CLI's customer's information incorporated into the PS/ALI database * | Within 2 BDA of service order confirmation |
|---|--|

(\* Based on accurate information provided by CLI)

### B. Provisioning of 911/E911 MF Trunks:

- |                                 |                           |
|---------------------------------|---------------------------|
| 1. If Facilities are available: | 60 BDAs                   |
| 2. Port Establishment           | included in above 60 BDAs |



## ATTACHMENT F

### INCIDENT-BASED LIQUIDATED DAMAGES

Specified Activity	Performance Interval	Breach Amount	Specified Performance Breach
<b>Ia Trunk<sup>1/</sup> Provisioning Intervals</b>	1. <u>Initial Trunks</u> : Within sixty (60) business days of receipt of a valid ASR.	\$240 per breach per T-1/DS-1	NYNEX shall be deemed in breach for each day beyond 48 hours after the due date.
	2. <u>Additional Trunks</u> : Within thirty (30) business days of receipt of a valid ASR.	\$240 per breach per T-1/DS-1	NYNEX shall be deemed in breach for each day beyond 48 hours after the due date.
<b>Ib Trunk Service Restoration</b>	1. <u>Service-Affecting</u> - Service-Affecting trunk service trouble will be restored within two (2) hours of trouble notification. Service-Affecting trouble is defined as a condition or event where there is call blockage or overflow to a final trunk.	\$15 per trunk per breach	NYNEX shall be deemed in breach every four (4) hour period or increment thereof, after the first hour that service has failed to be restored.
	2. <u>Non-Service-Affecting</u> - Non-Service-Affecting trouble will be restored within 24 hours of notification. Non-Service-Affecting trouble is defined as a condition or event where a trunk is out of service, but no call blockage or overflow is occurring. If trouble becomes service-affecting, breach is immediate.	\$15 per trunk per breach	NYNEX shall be deemed in breach every twenty-four (24) hour period or increment thereof, after the first twenty-four (24) hour period that service has failed to be restored.
	3. <u>SS7 Links</u> - Single A links will be restored within two (2) hours of notification including links to CLI's third-party SS7 provider.	\$15 per trunk per breach	NYNEX shall be deemed in breach for every four (4) hour period or increment thereof, after the first hour that the service has failed to be restored.

<sup>1/</sup> These trunks include those used for interconnection, operator services, and ~~E911~~/911.

Specified Activity	Performance Interval	Breach Amount	Specified Performance Breach
II Interim Number Portability (INP):	1. Remote Call Forwarding (RCF) <u>Translation</u>  Intervals are in compliance with Attachment E.	\$5 per line per order plus \$157 for dispatch	NYNEX shall be deemed in breach for each missed appointment.
	2. Direct Inward Dialing (DID) <u>Installation:</u> Within twenty-one (21) business days of receipt of a valid ASR.	\$15 per trunk per breach	NYNEX shall be deemed in breach for each day beyond the scheduled date within the interval.
	3. Route Indexing (RI) (Upon mutual agreement to use RI.) a. <u>Initial Trunks:</u> Within twenty-one (21) business days of receipt of a valid ASR.	\$240 per breach per T-1/DS-1	NYNEX shall be deemed in breach for each day beyond the scheduled date within the interval.
	b. <u>Additional Trunks:</u> Within sixteen (16) business days of receipt of a valid ASR.	\$240 per breach per T-1/DS-1	NYNEX shall be deemed in breach for each day beyond the scheduled date within the interval.
	c. <u>Translation</u>  Intervals are in compliance with Attachment E.	\$5 per line, per order plus \$157 for dispatch	NYNEX shall be deemed in breach for each missed appointment.
III. Order Processing	Firm Order Confirmation ("FOC") or Service Order Confirmation (SOC) for all services as per Attachment E".	20% of non-recurring charges (NRC)	NYNEX shall be deemed in breach for each missed interval for each FOC or SOC not sent by NYNEX.

Specified Activity	Performance Interval	Breach Amount	Specified Performance Breach
<b>IV. Unbundled Network Elements</b>	Missed due date as listed on the Firm Order Confirmation (FOC). Due dates must comply with Attachment E unless otherwise agreed to by the parties.	25% of NRC for first miss 35% of NRC for second miss 40% of NRC for third miss	NYNEX shall be deemed in breach for each day beyond the due date.
<b>V. UNE Service Restoration</b>	1. Out of Service Trouble will be restored within twenty-four (24) hours of notification. Service-affecting trouble is defined where the end user has no dial tone, can not call out or can not be called.	1/30 <sup>th</sup> of recurring charge	NYNEX shall credit for an outage for every twenty-four (24) hour period after the first twenty-four (24) hours that service has failed to be restored.
<b>VI. Resale Provisioning</b>	1. Missed due date as listed on the Service Order Confirmation (SOC). Due date must comply with 915 Tariff unless otherwise agreed to by the Parties.	25% of NRC for first miss* 35% of NRC for second miss* 40% of NRC for third miss*	NYNEX shall credit for the first missed appointment.
<b>VII. Resale Service Restoration</b>	1. Out of Service Trouble will be restored within twenty-four (24) hours of notification. Service-affecting trouble is defined where the end user has no dial tone, can not call out or can not be called.	1/30 <sup>th</sup> of recurring charge*	NYNEX shall credit for an outage for every twenty-four (24) hour period after the first twenty-four (24) hours that service has failed to be restored.

\* Breach amounts are per Tariff 900 Sections A.7.3 and D.2.

NEXTLINK, New York/Bell Atlantic  
Interconnection Agreement

## **27.0 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

The Parties acknowledge that the PSC has initiated a proceeding (Case No. 97-C-0139) ("Service Quality Proceeding") in which it is considering the establishment of generic service standards. At its option, NEXTLINK may elect subject to all terms, conditions and other limitations as may be applicable, to incorporate such decision in its entirety into this Agreement in lieu of this Section 27.0 of the Agreement.

The following service standards and liquidated damages shall apply until the Commission issues its decision in the Service Quality Proceeding. When a final decision is issued in the Service Quality Proceeding, the Parties shall amend this agreement to incorporate that decision. The Parties shall meet and negotiate in good faith to establish contract language reflecting the outcome in the Service Quality Proceeding within thirty (30) days of the release of the ruling. If the Parties are unable to agree on appropriate language within thirty (30) days of their first meeting, the Parties agree to submit any disputed language to arbitration subject to the expedited procedures.

### **27.1 Performance Standards**

27.1.1 NYNEX will provide NEXTLINK with service that is at least equal in quality to that provided by NYNEX to itself or any subsidiary; provided, however, that the level of service it provides shall be no worse than NYNEX provides itself as of the Effective Date of this Agreement.

27.1.2 NYNEX agrees to measure and track service quality and to provide monthly reports to NEXTLINK in the form contained in Schedule 27.3.

27.1.3 In the event that NYNEX fails to conform to the performance standards set forth in this Section, NEXTLINK may request, and NYNEX shall perform and deliver to NEXTLINK, a root-cause analysis of the reasons for NYNEX's failure to conform, and NYNEX shall correct said cause as soon as reasonably possible.

### **27.2 Liquidated Damages**

27.2.1 Certain Definitions. When used in this Section 27.2, the following terms shall have the meanings indicated:

27.2.1.1 "Specified Performance Breach" means the failure by NYNEX to meet the incident-based or parity-based Liquidated Damages performance standards set forth in Subsection 27.2.5 for any of the Specified Activities as defined below.

27.2.1.2 "Specified Activity" means (i) an appointment for new or changed service order that is missed by NYNEX as a result of NYNEX's actions and not caused by either NEXTLINK or the end user customer ("Missed Installation Appointments"); (ii) percent of installations completed within five days; and (iii) the percentage of service that is out of service over twenty-four (24) Hours and the mean time to repair special services.

27.2.2 Specified Performance Breach. In recognition of the (i) loss of customer opportunities, revenues and goodwill which NEXTLINK might sustain in the event of a Specified Performance Breach; (ii) the uncertainty, in the event of such a Specified Performance Breach, of NEXTLINK having available to it customer opportunities similar to those opportunities currently available to NEXTLINK; and (iii) the difficulty of accurately ascertaining the amount of damages NEXTLINK would sustain in the event of such a Specified Performance Breach, NYNEX agrees to pay NEXTLINK, subject to Section 27.2.4 below, Liquidated Damages as set forth in Section 27.2.3 below in the event of the occurrence of a Specified Performance Breach.

27.2.3 Liquidated Damages. NEXTLINK and NYNEX agree and acknowledge that: (i) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances of NEXTLINK and NYNEX at the time of the negotiation and entering into of this Agreement, with due regard given to the performance expectations of each Party; (ii) the Liquidated Damages constitute a reasonable approximation of the damages NEXTLINK would sustain if its damages were readily ascertainable; and (iii) NEXTLINK shall not be required to provide any proof of the Liquidated Damages. The Liquidated Damages shall be the sole and exclusive remedy of NEXTLINK under this Agreement for NYNEX's failure to meet any Performance Standard as described in Section 27.2.5.

27.2.4 Limitations. In no event shall NYNEX be liable to pay the Liquidated Damages if NYNEX's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means (i) a failure by NEXTLINK to perform any of its obligations set forth in this Agreement (including, without limitation, the Implementation Schedule and NEXTLINK service quality criteria set forth in Schedule 27.2.4); (ii) any delay, act or failure to act by NEXTLINK or a customer, agent or subcontractor of NEXTLINK; (iii) any Force Majeure Event; or (iv) such other delay, act or failure to act as upon which the Parties may agree. If a Delaying Event (i) prevents NYNEX from performing a Specified Activity, then such Specified Activity shall be excluded from the calculation of NYNEX's compliance with the Performance Criteria, or (ii) only suspends NYNEX's ability to timely perform the Specified Activity, the applicable time frame in which NYNEX's compliance with the Performance Criteria is measured shall be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

#### 27.2.5 Performance Standards

27.2.5.1 Incident-based standards. Subject to the limitations set forth in Subsection 27.2.4, NYNEX shall pay as Liquidated Damages the following amounts for each Missed Installation Appointment caused by NYNEX's action and for each day that a resold service or unbundled network element is out of service for more than twenty-four (24) hours:

**27.2.5.1.1 Missed Installation Appointments.** For resold services, unbundled network elements and Interconnection trunks, NYNEX shall pay NEXTLINK as Liquidated Damages (i) twenty-five (25) percent of the applicable non-recurring charges for the first Missed Installation Appointment relating to a specific service order; (ii) an additional thirty-five (35) percent of the applicable non-recurring charges for the second Missed Installation Appointment relating to a specific service order; and (iii) the remaining forty (40) percent of the applicable non-recurring charges for the third Missed Installation Appointment relating to a specific service order. An appointment shall be considered missed when an order is not completed by the appointed time due to NYNEX's fault. Excluded from Missed Appointments will be Customer misses, where the customer (or NEXTLINK) is not ready or required access is not available

**27.2.5.1.2 Out of Service Over twenty four (24) Hours.** For resold services and unbundled network elements (excluding Interconnection trunks), NYNEX shall pay NEXTLINK as Liquidated Damages 1/30 of the applicable monthly recurring charges for each day relating to an incident of in which service is interrupted for greater than twenty four (24) hours. For purposes of this calculation, an out of service incident is considered to begin when it is accurately reported over the standard interface by NEXTLINK to NYNEX and an NEXTLINK test has been done by NEXTLINK and the diagnosis is provided to NYNEX. NYNEX defines out of service as when an end user indicates one or more of the following conditions: No dial tone, can not be called, can not call out.

**27.2.5.1.3 For Interconnection Trunks.** NYNEX shall pay NEXTLINK as Liquidated Damages according to the following schedule. Excluded from Missed Appointments will be Customer misses, where NEXTLINK is not ready or required access is not available. Also excluded will be Trunks missed when Trunks exceed the annual forecast by over five percent (5%) in the specific location.

Days Past Due	Damages per (T1) 1.5 Trunk Missed
1-3 business days	\$240
4-7 business days	\$475
each additional day	\$30

**27.2.5.2 Parity Standards.** Subject to the limitations set forth in Subsection 27.2.4, NYNEX shall pay as Liquidated Damages the amounts set forth in Schedule 27.3. The performance levels set forth in Schedule 27.3 list the performance that NYNEX provided to its own end user customers in as of the Effective Date of this Agreement.

**27.2.5.2.1** The levels of performance provided by NYNEX to itself and to NEXTLINK will be determined annually based on the performance reports furnished in accordance with Section 1. If the reported level of performance for any parity category listed in Schedule 27.3 that NYNEX provided to itself is better than the level set forth in Schedule 27.3, the improved performance level for the preceding year shall replace the performance level contained in Schedule

27.3 for the following year, and the Liquidated Damages schedule will be adjusted accordingly.

27.2.5.2.2 NYNEX shall pay NEXTLINK for deviations from parity in accordance with the payment schedule indicated in Schedule 27.3 within sixty (60) days after the end of each anniversary of the Effective Date of this Agreement.

27.2.6 NEXTLINK shall pay fees as set forth in the Pricing Schedule for dispatches in error or falsely directed dispatches, dispatches where the trouble is a customer or NEXTLINK caused trouble, where NYNEX dispatches a technician but does not gain access to the customer premises within a reasonable amount of time in parity with the time NYNEX allows for its customers, or where there is ultimately no trouble found after NEXTLINK reports a trouble and NYNEX dispatches a person.

27.3 This Section is subject to any decision or order or in any other proceeding in which the PSC determines Performance Standards of Telecommunications Carriers.

27.3 for the following year, and the Liquidated Damages schedule will be adjusted accordingly.

27.2.5.2.2 NYNEX shall pay NEXTLINK for deviations from parity in accordance with the payment schedule indicated in Schedule 27.3 within sixty (60) days after the end of each anniversary of the Effective Date of this Agreement.

27.2.6 NEXTLINK shall pay fees as set forth in the Pricing Schedule for dispatches in error or falsely directed dispatches, dispatches where the trouble is a customer or NEXTLINK caused trouble, where NYNEX dispatches a technician but does not gain access to the customer premises within a reasonable amount of time in parity with the time NYNEX allows for its customers, or where there is ultimately no trouble found after NEXTLINK reports a trouble and NYNEX dispatches a person.

27.3 This Section is subject to any decision or order or in any other proceeding in which the PSC determines Performance Standards of Telecommunications Carriers.



**SCHEDULE 27.3**  
**Wholesale Performance Reports - Comparability**

State Jurisdiction:

New York (by Market Area)

Month Ending:

NYNEX RETAIL		Actual Service Performance		
Metric		POTS	Specials	Feature Group D Trunks
<b>Provisioning</b>				
Number of Installation Orders				
Number of Installation Lines/circuits/trunks				
Average Interval - Offered (Total)				
Average Interval - Offered (Total - No Dispatch)				
Average Interval - Offered (1 - 5 lines - Dispatch)				
Average Interval - Offered (6 - 9 lines - Dispatch)				
Average Interval - Offered (> 9 lines - Dispatch)				
Average Interval - Completed (Total)				
Average Interval - Completed (Total - No Dispatch)				
Average Interval - Completed (1 - 5 lines - Dispatch)				
Average Interval - Completed (6 - 9 lines - Dispatch)				
Average Interval - Completed (> 9 lines - Dispatch)				
Average Interval - Offered (DS0)				
Average Interval - Offered (DS1)				
Average Interval - Offered (DS3)				
Average Interval - Offered (Other)				
Average Interval - Completed (DS0)				
Average Interval - Completed (DS1)				
Average Interval - Completed (DS3)				
Average Interval - Completed (Other)				
% completed in 1 business day - Dispatch				
% completed in 1 business day - No Dispatch				
% Completed w/in 2 business days - Dispatch				
% Completed w/in 2 business days - No Dispatch				
% Completed w/in 3 business days - Dispatch				
% Completed w/in 3 business days - No Dispatch				
% Completed w/in 4 business days - Total				
% Completed w/in 5 business days - Total				
% Completed w/in 6 business days - Total				
% Missed Appointment - NYNEX - Total				
% Missed Appointment - NYNEX - Dispatch				
% Missed Appointment - NYNEX - No Dispatch				
% Missed Appointment - Facilities				
Average Delay Days - Facilities Miss				
% Installation Troubles w/in 7 Days				
% Installation Troubles w/in 30 days				
% Missed Appointment - Customer				

## Wholesale Performance Reports - Comparability

State Jurisdiction: \_\_\_\_\_

New York (by Market Area) \_\_\_\_\_

Month Ending: \_\_\_\_\_

Metric	Actual Service Performance		
	POTS	Specials	Trunks
<b>NYNEX RETAIL</b>			
<b>Maintenance</b>			
Total Number of Troubles Reported			
Total Number (lines/circuits/trunks) in Service			
Network Trouble Report Rate			
Network Trouble Report Rate - Loop			
Network Trouble Report Rate - CO			
% Missed Repair Appointments			
Mean Time to Repair - Total			
Mean Time to Repair - DS0			
Mean Time to Repair - DS1			
Mean Time to Repair - DS3			
Mean Time to Repair - Other			
Mean Time to Repair - Loop Trouble			
Mean Time to Repair - CO Trouble			
% Out of Service > 2 Hours			
% Out of Service > 4 Hours			
% Out of Service > 12 Hours			
% Out of Service > 24 Hours			
% Cleared within 24 Hours			
% Repeat Reports w/in 30 days			
% Final Trunk Blockage			
% Subsequent Trouble Reports			
% CPE Troubles			
% No Trouble Found			
% No Access			

## Wholesale Performance Reports - Comparability

Entity: INDIVIDUAL TC State Jurisdiction: \_\_\_\_\_ Month Ending: \_\_\_\_\_

Telecommunication Carrier	Actual Performance				
	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
<b>Metric</b>					
<b>Provisioning</b>					
Number of Installation Orders					
Number of Installation Lines/Circuits/Trunks					
Average Interval Offered (Total)					
Average Interval Offered (Total - No Dispatch)					
Average Interval Offered (1 - 5 lines - Dispatch)					
Average Interval Offered (6 - 9 lines - Dispatch)					
Average Interval Offered (> 9 lines - Dispatch)					
Average Interval Completed (Total)					
Average Interval Completed (Total - No Dispatch)					
Average Interval Completed (1 - 5 lines - Dispatch)					
Average Interval Completed (6 - 9 lines - Dispatch)					
Average Interval Completed (> 9 lines - Dispatch)					
Average Interval Offered (DS0)					
Average Interval Offered (DS1)					
Average Interval Offered (DS3)					
Average Interval Offered (Other)					
Average Interval Completed (DS0)					
Average Interval Completed (DS1)					
Average Interval Completed (DS3)					
Average Interval Completed (Other)					
% Completed in 1 business day - Dispatch					
% Completed in 1 business day - No Dispatch					
% Completed w/in 2 business days - Dispatch					
% Completed w/in 2 business days - No Dispatch					
% Completed w/in 3 business days - Dispatch					
% Completed w/in 3 business days - No Dispatch					
% Completed w/in 4 business days - Total					
% Completed w/in 5 business days - Total					
% Completed w/in 6 business days - Total					
% Missed Appointment - NYNEX - Total					
% Missed Appointment - NYNEX - Dispatch					
% Missed Appointment - NYNEX - No Dispatch					
% Missed Appointment - Facilities					
Average Delay Days - Facilities Miss					
% Installation Troubles w/in 7 Days					
% Installation Troubles w/in 30 days					
% Missed Appointment - Customer					

## Wholesale Performance Reports - Comparability

Entity: INDIVIDUAL TC State Jurisdiction: \_\_\_\_\_ Month Ending: \_\_\_\_\_

Telecommunication Carrier	Actual Performance				
	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
Metric					
<b>Maintenance</b>					
Total Number of Troubles Reported					
Total Number (lines/circuits/trunks) in Service					
Network Trouble Report Rate					
Network Trouble Report Rate - Loop					
Network Trouble Report Rate - CO					
% Missed Repair Appointments					
Mean Time to Repair - Total					
Mean Time to Repair - DS0					
Mean Time to Repair - DS1					
Mean Time to Repair - DS3					
Mean Time to Repair - Other					
Mean Time to Repair - Loop Trouble					
Mean Time to Repair - CO Trouble					
% Out of Service > 2 Hours					
% Out of Service > 4 Hours					
% Out of Service > 12 Hours					
% Out of Service > 24 Hours					
% Cleared within 24 Hours					
% Repeat Reports w/in 30 days					
% Final Trunk Blockage					
% Subsequent Trouble Reports					
% CPE Troubles					
% No Trouble Found					
% No Access					

## Wholesale Performance Reports - Comparability

Entity: Aggregate TCs State Jurisdiction: \_\_\_\_\_ Month Ending: \_\_\_\_\_

Telecommunication Carriers	Actual Performance				
	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
<b>Metric</b>					
<b>Provisioning</b>					
Number of Installation Orders					
Number of Installation Lines/Circuits/Trunks					
Average Interval Offered (Total)					
Average Interval Offered (Total - No Dispatch)					
Average Interval Offered (1 - 5 lines - Dispatch)					
Average Interval Offered (6 - 9 lines - Dispatch)					
Average Interval Offered (> 9 lines - Dispatch)					
Average Interval Completed (Total)					
Average Interval Completed (Total - No Dispatch)					
Average Interval Completed (1 - 5 lines - Dispatch)					
Average Interval Completed (6 - 9 lines - Dispatch)					
Average Interval Completed (> 9 lines - Dispatch)					
Average Interval Offered (DS0)					
Average Interval Offered (DS1)					
Average Interval Offered (DS3)					
Average Interval Offered (Other)					
Average Interval - Completed (DS0)					
Average Interval - Completed (DS1)					
Average Interval - Completed (DS3)					
Average Interval - Completed (Other)					
% completed in 1 business day - Dispatch					
% completed in 1 business day - No Dispatch					
% Completed w/in 2 business days - Dispatch					
% Completed w/in 2 business days - No Dispatch					
% Completed w/in 3 business days - Dispatch					
% Completed w/in 3 business days - No Dispatch					
% Completed w/in 4 business days - Total					
% Completed w/in 5 business days - Total					
% Completed w/in 6 business days - Total					
% Missed Appointment - NYNEX - Total					
% Missed Appointment - NYNEX - Dispatch					
% Missed Appointment - NYNEX - No Dispatch					
% Missed Appointment - Facilities					
Average Delay Days - Facilities Miss					
% Installation Troubles w/in 7 Days					
% Installation Troubles w/in 30 days					
% Missed Appointment - Customer					

## Wholesale Performance Reports - Comparability

Entity: Aggregate TCs State Jurisdiction:  Month Ending:

Telecommunication Carriers	Actual Performance				
	Resale		UNE		Inter-connection Trunks
	POTS	Specials	POTS	Specials	
Metric					
<b>Maintenance</b>					
Total Number of Troubles Reported					
Total Number (lines/circuits/trunks) in Service					
Network Trouble Report Rate					
Network Trouble Report Rate - Loop					
Network Trouble Report Rate - CO					
% Missed Repair Appointments					
Mean Time to Repair - Total					
Mean Time to Repair - DS0					
Mean Time to Repair - DS1					
Mean Time to Repair - DS3					
Mean Time to Repair - Other					
Mean Time to Repair - Loop Trouble					
Mean Time to Repair - CO Trouble					
% Out of Service > 2 Hours					
% Out of Service > 4 Hours					
% Out of Service > 12 Hours					
% Out of Service > 24 Hours					
% Cleared within 24 Hours					
% Repeat Reports w/in 30 days					
% Final Trunk Blockage					
% Subsequent Trouble Reports					
% CPE Troubles					
% No Trouble Found					
% No Access					

Definitions:

Metrics:	Definition:
• Number of Installation Orders	Total orders received and completed. Note: There may be multi orders per TC Purchase Order Number
• Average Interval - Completed	
• % completed in 1, 2, or 3 business days - Dispatch	
• % completed in 1, 2, or 3 business days - No Dispatch	
• % Completed w/in 4, 5 or 6 business days - Total	
• % Completed w/in 5 business days - Business	
• % Completed w/in 5 business days - Residence	
• % Missed Appointment - NYNEX - Total	
• % Missed Appointment - NYNEX - Dispatch	
• % Missed Appointment - NYNEX - No Dispatch	
• % Missed Appointment - Facilities	
• Average Delay Days - Facilities Miss	
• % Installation Troubles w/in 7 or 30 Days	
• % Missed Appointment - Customer	
• Total Number of Troubles Reported	Total Troubles Reported by Customer, includes CPE, and Subsequents. Excludes (NYNEX) Employee Administrative Reports.
• Network Trouble Report Rate	
• Network Trouble Report Rate - Loop	
• Network Trouble Report Rate - CO	
• % Missed Repair Appointments	
• Mean Time to Repair - Total	
• Mean Time to Repair - Loop Trouble	
• Mean Time to Repair - CO Trouble	
• % Out of Service > 2, 4, 12 or 24 Hours	
• % Cleared within 24 Hours	
• % Repeat Reports w/in 30 days	
• % Final Trunk Blockage	
• % Subsequent Trouble Reports	
• % CPE Troubles	
• % No Trouble Found	
• % No Access	

Services:	POTS	Specials	Trunks
Retail	<i>Local Services that are not designed including:</i> <ul style="list-style-type: none"> <li>• Basic Res. &amp; Bus. Dial Tone Services</li> <li>• Features (Call Waiting, Call Forwarding, 3 Way Calling, TT,</li> <li>• Analog Centrex</li> <li>• Non-Designed PBX</li> <li>• Basic Rate ISDN</li> </ul>	<i>All Designed services or services where no Office Equipment is required including:</i> <ul style="list-style-type: none"> <li>• Foreign Exchange Services</li> <li>• Digital Centrex</li> <li>• Private Lines</li> <li>• Alarm Circuits</li> <li>• Hi-Cap Services</li> </ul>	<i>Switch Side trunks carrying traffic between end offices or between end offices and tandem offices</i> <ul style="list-style-type: none"> <li>• Feature Group D - LXC trunk (for provisioning)</li> <li>• All Final trunks (for maintenance)</li> </ul>
Resale	<i>Same as Retail</i>	<i>Same as Retail</i>	NA
UNE	<i>Unbundled elements used as part of a local service or in combination by TC to create local service including:</i> <ul style="list-style-type: none"> <li>• Local loops</li> <li>• Analog switch ports</li> <li>• NIDs</li> <li>• House &amp; Riser</li> </ul>	<i>Designed Unbundled elements used as part of a designed service or in combination by TC to create designed service including:</i> <ul style="list-style-type: none"> <li>• Hi-Cap loop (DS1 or DS3)</li> <li>•</li> </ul>	NA
Interconnection	NA	NA	<i>Switch Side trunks carrying traffic between NYNEX (end offices or tandem) offices to T Switch including:</i> <ul style="list-style-type: none"> <li>• Cage to cage</li> </ul>



**Schedule 27.2.4**

**NEXTLINK Service Quality Criteria for Liquidated Damages**

**1 New Unbundled Link (SVGALS) Orders**

1.0 ANI to NEXTLINK number, verification successful from DEMARC by NYNEX field technician.

1.1 All order information submitted by NEXTLINK is valid (e.g. street address, end user LCON, floor/unit number, cable pair assignment)

1.2 Customer (end user) available at appointed date.

1.3 Orders completed as submitted without cancellation after FOC

**2 Hot Cut Unbundled Link (SVGALS) Orders**

2.0 Verifiable NEXTLINK dial tone at POT bay testable by NYNEX through appropriate tie cable pair as provided by NEXTLINK on the service request.

2.1 Accurate account and end user information submitted on service request

2.3 Accurate SVGAL tie cable and pair assignment from the collocation node to the pot bay provided by NEXTLINK on service request

2.4 Orders completed as submitted without cancellation after FOC